

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 230112
 Number Assigned by Purchasing Dept.



CONTRACT REVIEW

BOARD MEETING DATE:

 WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED
 Must Have Board Approval over \$100,000.00

Date Submitted: March 9, 2023

Name of Contract Initiator: Lance Addison Telephone #: 66852

School/Dept Submitting Contract: Operations Cost Center # 9023

Vendor Name: Clay County, FL

Contract Title: LAJH Right of Way License Agreement

Contract Type: New Renewal Amendment Extension Previous Year Contract #

Contract Term: 4 years Renewal Option(s):

Contract Cost: \$0

BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT
 Funding Source: Budget Line # _____
 Funding Source: Budget Line # _____

NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):

- _____ Completed Contract Review Form
- _____ SBAO Template Contract or other Contract (NOT SIGNED by District / School)
- _____ SIGNED Addendum A (if not an SBAO Template Contract)*
- *This Statement MUST BE included in the body of the Contract:**
"The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."
- _____ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:
 COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.
 General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.
 Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).
 Workers' Compensation = \$100,000 Minimum
[If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].
- _____ State of Florida Workers Comp Exemption (<https://apps.fldfs.com/bocexempt/>) (If Applicable)
- _____ COVID-19 Waiver (If Applicable)
- _____ Release and Hold Harmless (If Applicable)

RECEIVED
 MAR - 9 2023
 PURCHASING

RECEIVED
 3/9/2023

**** AREA BELOW FOR DISTRICT PERSONNEL ONLY ****

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department <i>B78</i>	<i>No Cost</i>
Review Date <i>3/9/2023</i>	
School Board Attorney <i>SB</i>	
Review Date <i>3/20/23</i>	
Other Dept. as Necessary	
Review Date	
PENDING STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR
FINAL STATUS	<input checked="" type="checkbox"/> APPROVED <i>[Signature]</i> DATE: <i>3.21.23</i>

Meeting Date: April 6, 2023 Regular School Board Meeting

Title: License Agreement with Clay County, FL for the LAE and LAJH Sandridge Rd. Improvements

Description: On Jan 11, 2022, the Clay County School Board and the Clay County Board of County Commissioners entered into an Interlocal Agreement with the terms for the Sandridge Rd. improvements including turn lanes, expansion, and a shared use retention pond. The License Agreement provides that Clay County may enter, occupy, and use the Property to construct, install, and modify any existing grade, slope, pavement, drainage, utility, temporary traffic control devices, driveway, walkway, and turnout features on or within the Property (Improvements), in order to tie in, conform, harmonize, and reconnect any such improvements with the construction undertaken as part of the above-referenced Project, together with related incidental purposes necessary to complete construction, installation, modification, tying in, conformation, harmonization, and reconnection of any such improvements.

Gap Analysis:

Construction is set to commence immediately following the end of the 2022-23 school year. Failure to enter into a License Agreement with Clay County, FL could possibly result in the delay of construction.

Previous Outcomes:

CCDS has entered into License Agreements with local governmental agencies in the past.

Expected Outcomes:

The Board will approve and enter into a License Agreement with Clay County, FL for the Lake Asbury Junior High and Lake Asbury Elementary Sandridge Rd. improvements.

Strategic Plan Goal:

Ensure effective management of the organization, operations, and facilities to maximize the use of resources and promote a safe, efficient, and effective learning environment for Clay County students.

Recommendation:

Approve and enter into a License Agreement with Clay County, FL for the Lake Asbury Junior High and Lake Asbury Elementary Sandridge Rd. improvements.

Financial Impact:

None

Contact:

Lance Addison, Planning & Intergovernmental Relations, (904) 336-6852, lance.addison@myoneclay.net
Dr. Michael Kemp, Director, Facility Planning & Construction, (904) 336-6824, michael.kemp@myoneclay.net
Bryce Ellis, Assistant Superintendent Operations, (904) 336-6853, bryce.ellis@myoneclay.net,

Attachment(s): Yes No

Project: Roadway Improvements - Sandridge Road – Project #4

Tax Parcel ID No.: 21-05-25-010094-001-00

Address: 2901 Sandridge Rd
Green Cove Springs, FL 32043

LICENSE AGREEMENT

(Parcels 4-908A, 4-908B, 4-908C, 4-908D, and 4-908E)

THIS LICENSE AGREEMENT (“Agreement”) is made and entered into by and between THE SCHOOL BOARD OF CLAY COUNTY (Licensor) and CLAY COUNTY, a political subdivision of the State of Florida, including its contractors, agents, and assigns (Licensee).

In consideration of the mutual benefits provided in this Agreement, the parties agree as follows:

Licensor grants to Licensee the temporary right to enter, occupy, and use for construction purposes the following described real property located in Clay County, Florida:

See *Exhibit “A”* attached hereto and by reference made a part hereof (Property).

Licensee may enter, occupy, and use the Property to construct, install, and modify any existing grade, slope, pavement, drainage, utility, temporary traffic control devices, driveway, walkway, and turnout features on or within the Property (Improvements), in order to tie in, conform, harmonize, and reconnect any such improvements with the construction undertaken as part of the above-referenced Project, together with related incidental purposes necessary to complete construction, installation, modification, tying in, conformation, harmonization, and reconnection of any such improvements.

The term of this Agreement shall commence the date it is executed by Licensor and shall continue until the completion of the above-referenced Project. This Agreement is not revocable.

This Agreement embodies the entire understanding of the parties. No representations or promises have been made except those that are specifically set out in this Agreement.

IN WITNESS WHEREOF, intending to be legally bound hereby, Licensor executes this Agreement.

**THE SCHOOL BOARD OF
CLAY COUNTY, FLORIDA**

ATTEST

By: _____
Ashley Gilhousen, Its Chair

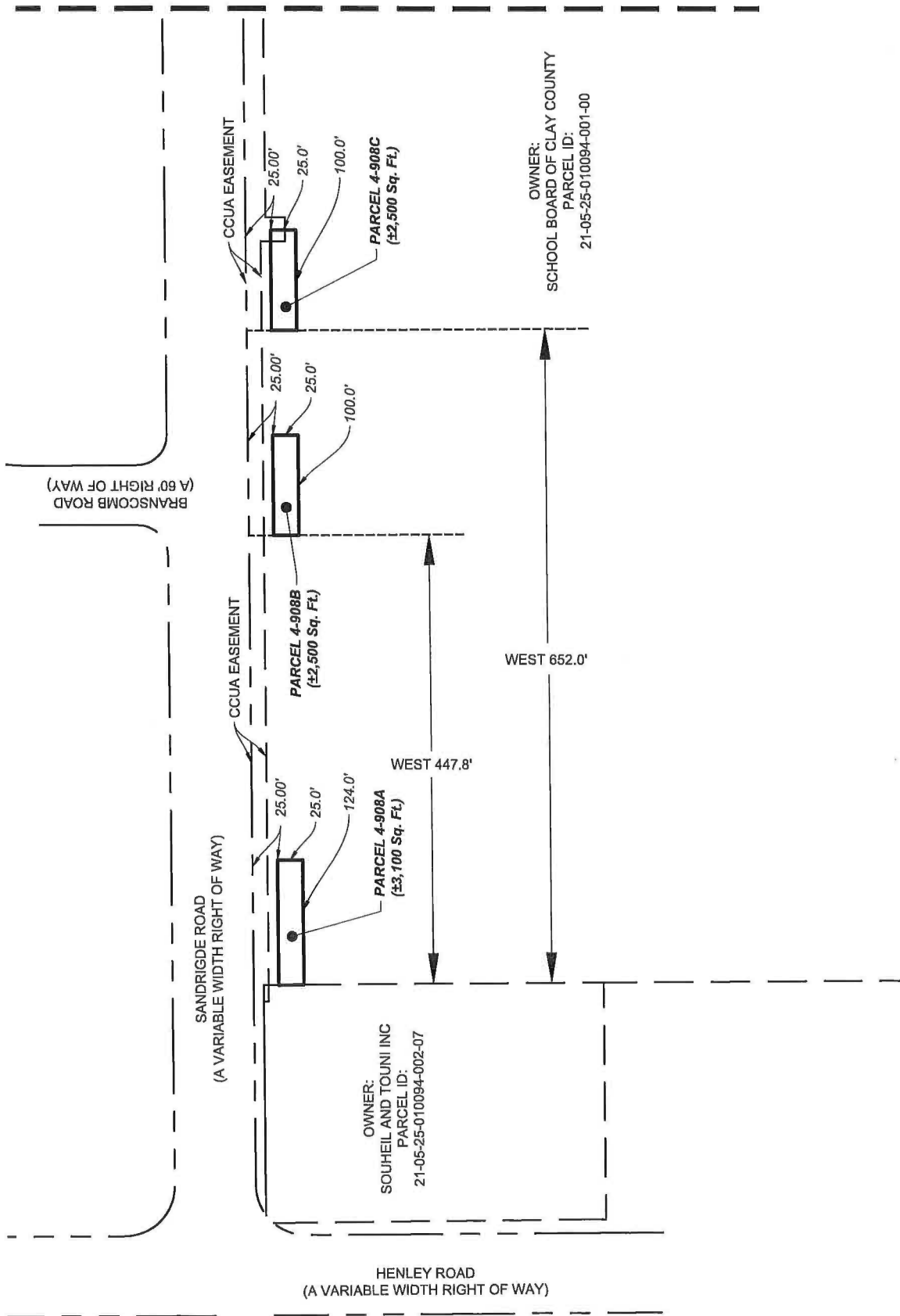
David Broskie
Superintendent of Schools

Date: _____

SKETCH OF PARCELS 4-908A, 4-908B, 4-908C,
4-908D, 4-908E

A LICENSE AGREEMENT LYING IN A PORTION
OF PARCEL 21-05-25-010094-001-00 CLAY COUNTY, FLORIDA

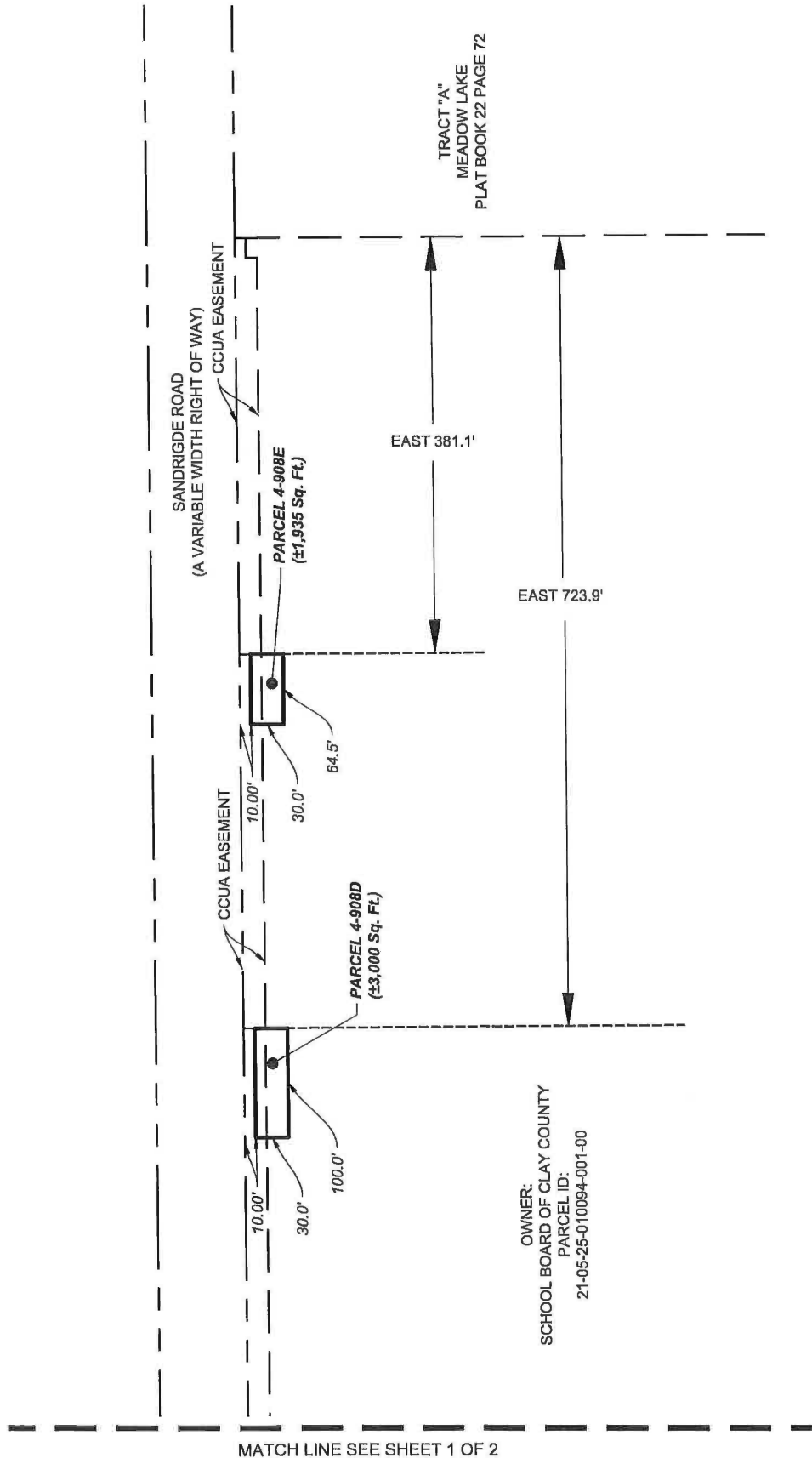
MATCH LINE SEE SHEET 2 OF 2



PARCEL NOTES:

SKETCH OF PARCELS 4-908A, 4-908B, 4-908C,
4-908D, 4-908E

A LICENSE AGREEMENT LYING IN A PORTION
OF PARCEL 21-05-25-010094-001-00 CLAY COUNTY, FLORIDA



OWNER:
SCHOOL BOARD OF CLAY COUNTY
PARCEL ID:
21-05-25-010094-001-00

PARCEL NOTES: